

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 9	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER MDA220-03-T-0031	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JEROME MYERS				b. TELEPHONE NUMBER (No Collect Calls) (703) 602-4884	
9. ISSUED BY DFAS ASD ARLINGTON 1931 JEFFERSON DAVIS HWY CRYSTAL MALL #3, SUITE 905 ARLINGTON VA 22240-5291 TEL: 703-607-5106 FAX:		CODE HQ0421		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DFAS ORLANDO GLENN OSBORN 2500 LEAHY AVENUE ORLANDO FL 32893 TEL: 407-646-4620 FAX: 407-646-4023		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	REPLACE CHILLER STARTER CONTACTS FFP CONTRACTOR SHALL FURNISH ALL LABOR, PARTS, AND MATERIALS NECESSARY TO REPLACE CHILLER STARTER CONTACTS; BRUSH CHILLER TUBES AND PERFORM EDDY CURRENT TESTING IN ACCORDANCE TO ATTACHED STATEMENT OF WORK.	1	Each		

 NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	15-AUG-2003	1	DFAS ORLANDO GLENN OSBORN 2500 LEAHY AVENUE ORLANDO FL 32893 407-646-4620 FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- ___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I (MAY 2002) of 52.225-3.
- ___ (iii) Alternate II (MAY 2002) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

SOW

STATEMENT OF WORK

1. SCOPE

Contractor shall furnish all labor, parts, and materials necessary to replace chiller starter contacts; brush chiller tubes and perform EDDY current testing.

2. LOCATION

Defense Finance and Accounting Service
2500 Leahy Avenue
Room # 145
Orlando, FL 32893.

3. PERIOD OF PERFORMANCE

Work shall be completed within 15 days from date of signed bi-lateral award.

4. GENERAL

4.1. GOVERNMENT POINT OF CONTACT (GPOC)

The GPOC will act, onsite, as the technical point-of contact for the Government. The GPOC's authority is limited to technical issues and acceptance of work performed. The GPOC is not authorized to make contractual decisions. The authority to resolve monetary issues and contractual interpretation is the responsibility of the Contracting Officer. The contractor shall give substantial notice to the GPOC prior to commencement of work. The GPOC for this requirement is Glenn Osborn, (407) 646-4620.

4.2 WORKING HOURS

Regular working hours shall be between 7:00 a.m. and 4:30 p.m., Monday through Friday, excluding Government holidays. The contractor may work outside normal working hours after coordination with the GPOC.

5. CONTRACTOR REQUIREMENTS

5.1. SPECIFIC TASKS

5.1.1. CHILLER STARTER

- ☐ Disconnect electrical power for chiller starter (in standby mode).
 - a). Follow proper lockout and tag-out procedures
- ☐ Disassemble starter and remove contacts
 - a). Replace all related starter contacts with manufacturer recommended replacement parts.
 - b). Clean starter assembly, reassemble and check for proper operation.
- ☐ Check all wire connections for proper torque
 - a). Tighten connections where necessary
- ☐ Clean excessive dust from within starter cabinet

5.1.2 CHILLER TUBES

- ☐ Secure electrical power to related chiller and pumps
- ☐ Follow proper lockout and tag-out procedures
- ☐ Close valves as necessary and drain condenser
- ☐ Remove condenser tube inspection plate
- ☐ Inspect tubes and brush to remove chemical deposits
- ☐ Perform nondestructive tube test (i.e. EDDY current) or other manufacturer approved means
- ☐ Notify GPOC if pinholes or cracks are identified
- ☐ Providing the tubes are satisfactory, replace the inspection plate
- ☐ Refill condenser with treated water, ensure air pockets are removed
- ☐ Open any valves that were secured, reenergize chiller and pumps, check for leaks
- ☐ Perform proper shut down and change over of chillers
- ☐ Turn over written report/analysis and any suggestions of chiller tube test to the GPOC

5.1.3 REMAINING CHILLER

- ☐ Repeat steps (5.1.1 and 5.1.2) on remaining chiller

5.2 WORK RESTRICTIONS

Contractor shall ensure that Contractor personnel employed on the Activity become familiar with and obey Activity regulations including safety, fire, traffic, and security regulations. Keep within the limits of the work and avenues of ingress and egress. Do not enter any restricted areas unless required to do so and until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

5.3 INSPECTION/CERTIFICATION

The equipment shall be fully operational and serviceable after completion of repairs. Prior to leaving the area, the contractor shall demonstrate to the GPOC or designated representative that the equipment is operational. The GPOC or designated representative will certify that the equipment is performing satisfactorily.

5.4 IDENTIFICATION BADGES

The contractor shall provide to the GPOC an Entry Authorization List (EAL) on company letterhead with the names of employees who will require access to the facility. The EAL must contain the following information: Employee's full name, date of birth, social security number, driver's license number and state of issue. The EAL must be submitted within five (5) days after contract award and within (1) day of any change(s). Contractor employees are required to enter through the main lobby for access to the DFAS-Orlando site and have in their possession picture identification. Visitor badges will be furnished to all employees and must be worn so they are clearly visible at all times. Badges must be returned to the issuing office when leaving the facility. Any contractor employee who does not comply with security requirements will be denied access to the facility. Contractor employees are required to report instances of lost or stolen badges to the DFAS Security Officer.

5.5 ELECTRICAL

Contractor shall ensure all electrical power has been disconnected, properly tagged, and locked in the open position prior to commencement of work.

5.6 HOUSEKEEPING

All debris in work areas shall be cleaned up daily or more frequently as necessary. Construction debris may be temporarily located in an approved location, however garbage accumulation must be removed each day.

5.7 TECHNICIAN QUALIFICATIONS

- ☐ Technicians shall be "Factory Certified Trane Technicians".
- ☐ Technicians shall present proof of certification prior to commencement of work.
- ☐ The Contractor shall maintain a minimum of one certified technician at the job site while work is being performed.

6. SAFETY REQUIREMENTS

6.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

- ☐ OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
- ☐ AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
- ☐ AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)
- ☐ CODE OF FEDERAL REGULATIONS (CFR)
- ☐ NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

- ☐ AIR-CONDITIONING AND REFRIGERATION INSTITUTE (ARI)
- ☐ AMERICAN SOCIETY OF HEATING, REFRIGERATING, AND AIR-CONDITIONING ENGINEERS, INC. (ASHRAE)
- ☐ AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)
- ☐ AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
- ☐ NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
- ☐ NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
- ☐ UNDERWRITERS LABORATORIES INC. (UL)
- ☐ COE EM-385-1-1 NFPA 241, Accident Prevention Plan